

REMARKS

In the Office Action mailed December 2, 2004, the Examiner rejected claims 47-60, 62-67 and 69-75. By way of the foregoing amendments and the markings to show changes, Applicants have amended claims 53, 60, 67, 70, 71 and 72 canceled claims 73 and 74. The foregoing amendments are taken in the interest of expediting prosecution and there is no intention of surrendering any range of equivalents to which Applicant would otherwise be entitled in view of the prior art.

I. Claim Objections

The Office Action objected to claims 73 and 74 as being in improper dependent form. Claims 73 and 74 have been canceled making the objections to those claims moot.

The Office Action objected to claims 70 and 72 suggesting that "the surface" should be the "the show surface". Such changes have been made.

II. Claim Rejections under 35 USC 112

The Office Action rejected claims 53, 60 and 67 as failing to comply with the enablement requirement. The Office Action suggests that, "The specification does not support the claim that the first and second structures have flanges, which correspond to each other due to their co-molding shapes". In response, Applicants have reworded claims 53, 60 and 67 for overcoming the asserted rejection.

The Office Action rejected claims 70 and 71 as improperly depending from claim 1 and the examiner assumed that those claims were dependent upon claim 47. These claims have been amended in accordance with the Examiner's assumption thereby overcoming the rejections.

III. Rejection under 35 USC 102

The Office Action rejected claims 47-60, 62-67 and 69-75 as being anticipated by Delmastro (6,354,623). Applicants respectfully traverse these rejections for at least two reasons. First, Applicants reassert that these anticipation rejections are

inadequate since Delmastro does not properly disclose the materials recited in at least claims 56 and 63. Second, the Office Action has failed to present a proper prima facie case of anticipation against the claims of the present application.

Previous Arguments

Applicants have previously argued that the particular materials for the particular components recited in at least claims 56 and 63 are not disclosed in Delmastro such that the anticipation rejections of these claims are improper. Such arguments are reasserted and incorporated by reference herein.

Pursuant to MPEP 2131, “[a] claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference.”

Claims 47, 56 and 75

Applicants assert that the Office Action has failed to make a prima facie showing of anticipation by Delmastro for at least claims 47, 56 and 75 and their dependents. In particular, each of claims 47, 56 and 75 recite, in addition to other language, language suggesting that “the first cross-vehicle structure and second structure are adapted to be joined to a separate show surface of the vehicle.” In regard to this language, the Office Action merely suggests that the, “panels [of Delmastro] are capable of being joined to a show surface of the vehicle...” However, according to the law cited above, a prima facie showing of anticipation would require that Delmastro actually discloses, either expressly or inherently, each of the limitations of the claim of the present application. The conclusory statement of the Office Action suggesting that “the panels are capable of being joined to a show surface” is inadequate since Delmastro does not expressly or inherently disclose such a feature. As such, the Office Action has failed to establish prima facie anticipation and Applicants request that the rejections of claims 47, 56 and 75 be withdrawn.

Claims 70 and 72

Applicants assert that the Office Action has failed to make a prima facie showing of anticipation by Delmastro for at least claims 70 and 72. In particular, each of claims 70 and 72 recite, in addition to other language, language suggesting that “the show surface is formed of a molded-in-color thermoplastic polyolefin.” In regard to this language, the Office Action merely suggests that the, “panels [of Delmastro] are capable of being joined to a show surface of the vehicle that is made of a molded-in-color thermoplastic polyolefin” However, according to the law cited above, a prima facie showing of anticipation would require that Delmastro actually disclose, either expressly or inherently, each of the limitations of the claim of the present application. The conclusory statement of the Office Action suggesting that “the panels are capable of being joined to a show surface of the vehicle that is made of a molded-in-color thermoplastic polyolefin” is inadequate since the Office Action never suggests that Delmastro discloses, expressly or inherently, a molded-in-color thermoplastic polyolefin show surface. As such, the Office Action has failed to establish prima facie anticipation and Applicants request that the rejections of claims 70 and 72 be withdrawn.

Claim 56 and 71

Applicants assert that the Office Action has failed to make a prima facie showing of anticipation by Delmastro for at least claims 56 and 71 and their dependents as well. In particular, each of claims 56 and 71 recite, in addition to other language, language suggesting that “one or both of the first panel and the second panel include an opening for receiving an instrument or gauge.” The Office Action does not assert that Delmastro includes such an opening. However, according to the law cited above, a prima facie showing of anticipation would require that the Office Action show how Delmastro discloses such an opening, either actually or inherently. As such, the Office Action has failed to establish prima facie anticipation and Applicants request that the rejections of claims 56 and 71 be withdrawn.

By amending the application, the Applicants do not concede that the patent coverage available to them would not extend as far as the original claim. Rather,

Applicants intend to file a continuation application to pursue the breadth of the claims as filed. Applicants believe that the Examiner has not made a sufficient showing of inherency of the teachings of the asserted prior art, especially given the lack of teachings in the cited references of the properties that Applicants have recited in their claims.

Further, by the present amendment, it does not follow that the amended claims have become so perfect in their description that no one could devise an equivalent. After amendment, as before, limitations in the ability to describe the present invention in language in the patent claims naturally prevent the Applicants from capturing every nuance of the invention or describing with complete precision the range of its novelty or every possible equivalent. See, Festo Corp. v. Shoketsu Kinzoku Kogyo Kabushiki Co., 62 USPQ2d 1705 (2002). Accordingly, the foregoing amendments are made specifically in the interest of expediting prosecution and there is no intention of surrendering any range of equivalents to which Applicants would otherwise be entitled.

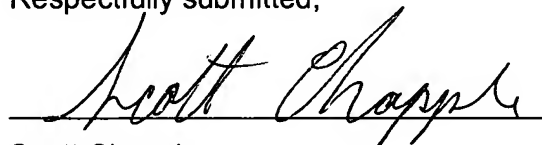
CONCLUSIONS

In view of Applicants' amendments and remarks, the Examiner's rejections are believed to be rendered moot. Accordingly, Applicants submit that the present application is in condition for allowance and requests that the Examiner pass the case to issue at the earliest convenience. Should the Examiner have any question or wish to further discuss this application, Applicant requests that the Examiner contact the undersigned at (248) 292-2920.

If for some reason Applicant has not requested a sufficient extension and/or have not paid a sufficient fee for this response and/or for the extension necessary to prevent the abandonment of this application, please consider this as a request for an extension for the required time period and/or authorization to charge our Deposit Account No. 50-1097 for any fee which may be due.

Respectfully submitted,

Dated: 14 January, 2005

A handwritten signature in cursive script, reading "Scott Chapple", written over a horizontal line.

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